

J. A. WRIGHT, ESQ.



ATTORNEY AT LAW

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RECEIVED
2015 MAR -9 PM 12:14
IDAHO PUBLIC
UTILITIES COMMISSION

March 6, 2015

Idaho Public Utilities Commission
P.O. Box 83720
Boise, ID 83720-0074

AVU-E-15-02

Re: Application of Idaho County Light & Power Cooperative Association, Inc.

Dear Clerk:

Enclosed please find Idaho County Light & Power Cooperative Association, Inc.'s (ICLP) Application seeking the Commission's approval of an IESS territory agreement between ICLP and Avista for the River View Estates Subdivision in Idaho County. The original application and seven (7) copies are included.

ICLP is requesting that the application be processed under the Commission's Modified Procedure rules. If you require any further information, please let me know.

Thank you,

J. A. Wright
Attorney at Law

cc: Jake Eimers - ICLP - via email

**J. A. WRIGHT
ATTORNEY AT LAW**

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300 W. MAIN STREET, SUITE 209
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ISB 4403

*Attorney for
Idaho County Light & Power
Cooperative Association, Inc.*

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IDAHO PUBLIC
UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE)
APPLICATION OF IDAHO COUNTY)
LIGHT & POWER COOPERATIVE)
ASSOCIATION, INC. TO APPROVE)
AGREEMENT ALLOCATING)
TERRITORY WITH AVISTA)
CORPORATION, dba AVISTA)
UTILITIES.)

Case No. AVU-E-15-02
APPLICATION OF IDAHO
COUNTY LIGHT & POWER
COOPERATIVE ASSOCIATION, INC.

COMES NOW the Applicant, IDAHO COUNTY LIGHT & POWER COOPERATIVE ASSOCIATION, INC., ("ICLP") and requests that the Commission approved the attached Agreement to Assign Electrical Customers (hereafter the "Agreement") with AVISTA CORPORATION, a Washington corporation, doing business as AVISTA UTILITIES (hereafter "Avista").

I. BACKGROUND

1. ICLP and Avista entered into the Agreement pursuant to the Idaho Electric Supplier Stabilization Act) "IESS", Idaho Code Section 61-332 *et seq.* in order to allocate territory, to avoid disputes between utilities and to provide consumers with the best possible service. A copy of the Agreement is attached hereto as Attachment "A".

2. The Agreement concerns the provision of electrical service to River View Estates Subdivision, a platted subdivision of Idaho County, State of Idaho, situate in Section 6, Township 33 North, Range 4 East, Boise Meridian (hereafter the "Development"). The Development consists of a total of 23 platted subdivision lots as generally depicted in Exhibit "A" to the Agreement.

3. Elbert Hendren and Janet Hendren, husband and wife, (hereafter the "Developers") are developing building sites on properties located in the Development. Developers have requested that ICLP install facilities to provide electric service to the Development, excluding Lots 2 and 23, in the Development.

4. Lots 2 and 23 were excluded from the Developers' request because both lots were already developed and were being provided electric service by Avista at the time of the Agreement.

II. PROPOSED ALLOCATION

5. Under the Agreement, Avista has agreed to release its electrical service rights to the Development excepting Lots 2 and 23.

6. ICLP and Avista further agreed that ICLP shall extend electric service to the entire Development, excepting Lots 2 and 23, consisting of a total of 21 lots that will be provided electric service by ICLP.

7. ICLP reasonably believes that the Agreement will avoid unnecessary disputes concerning territory, will avoid needless duplication of facilities, and will provided the affected customers with the best possible service.

III. REQUEST FOR APPROVAL

8. ICLP requests that this application be processed under the Commission's Modified Procedure rules.

9. ICLP further requests approval of the Agreement so that ICLP and Avista shall be entitled to extend their facilities within the territory allocated to them under the Agreement.

10. Communications in reference to this Application should be addressed to ICLP'S attorney at the following address:

J. A. Wright
Attorney at Law
P.O. Box 25
Grangeville, ID 83530.

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1 DATED this 6th day of March, 2015.

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4 J. A. WRIGHT, ISB 4403

5 Attorney for Idaho County Light & Power
6 Cooperative Association, Inc.
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ATTACHMENT "A"

1 AGREEMENT TO ASSIGN ELECTRIC CUSTOMERS

2 THIS AGREEMENT, dated as of the ____ day of November, 2013, is
3 entered into by and between AVISTA CORPORATION, d/b/a AVISTA UTILITIES
4 (hereinafter referred to as "AVISTA"), and IDAHO COUNTY LIGHT & POWER
5 COOPERATIVE (hereinafter referred to as "ICLP"), sometimes hereinafter
6 referred to individually, as a "Party", and collectively, as the
7 "Parties".

8 RECITALS

9 WHEREAS, Elbert Hendren and Janet S. Hendren (the "Developer") are
10 developing residential building sites in the River View Estates
11 Subdivision, as shown in the plat attached hereto as Exhibit "A", which is
12 located in Section 6, Township 33 North, Range 4 East, Boise Meridian,
13 Idaho County, Idaho (the "Development");

14 WHEREAS, AVISTA and ICLP each have electric service rights under the
15 Idaho Electric Supplier Stabilization Act ("IESS") to provide electric
16 service to certain portions of the Development as depicted in Exhibit "B";

17 WHEREAS, the Developer requested that ICLP provide electric service
18 to the Development;

19 WHEREAS, duplication of services and facilities will be avoided if
20 ICLP is allowed to serve the entire Development; and

21 WHEREAS, the Parties desire to enter into an agreement pursuant to
22 the provisions of IC §61-332 et seq. to allow ICLP to serve the entire
23 Development;

24 NOW, THEREFORE, in consideration of the covenants and agreements
25 herein contained, IT IS AGREED:

26 1. AVISTA shall release the electric service rights of the
27 Development, excluding Lots 2 and 23, therefore consisting of twenty-one
28 (21) lots, and authorizes such Development to be served by ICLP.

29 2. ICLP, by and through its usual procedures, shall extend electric
30 service by constructing the extension of ICLP's facilities to and within
31 the Development (the "Extension"), in accordance with the IESS and subject
32 to the schedules, rules and regulations of ICLP.

33 3. ICLP shall prepare and submit the application for approval
34 before the Commission and AVISTA shall join in or otherwise cooperate in
35 the application, provided, however, that both Parties shall support this
36 assignment of electric service rights with the Parties' existing
37 customers.

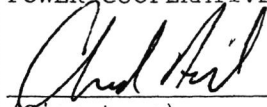
1 4. In the event the Commission does not approve the assignment of
2 electric service rights described herein, then this Agreement shall be
3 void ab initio, and the right to serve the building sites shall be
4 determined in accordance with the IESS.

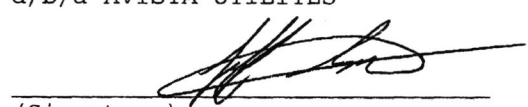
5 5. If approved by the Commission, this Agreement shall be binding
6 upon the Parties, their successors and assigns.

7 IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to
8 be executed in duplicate by the respective officers hereto, duly
9 authorized as of the date first above written.

10 IDAHO COUNTY LIGHT &
11 POWER COOPERATIVE

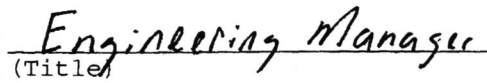
AVISTA CORPORATION
d/b/a AVISTA UTILITIES

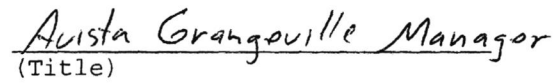
12 
13 (Signature)

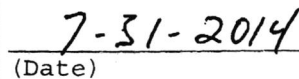
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15 (Signature)

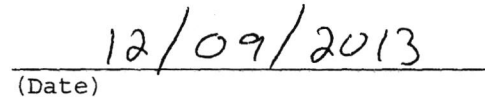
16 
17 (Printed Name)

18 
19 (Printed Name)

20 
21 (Title)

22 
23 (Title)

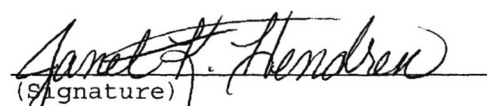
24 
25 (Date)

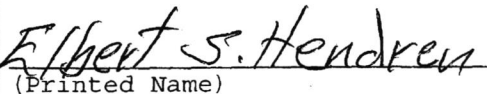
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27 (Date)

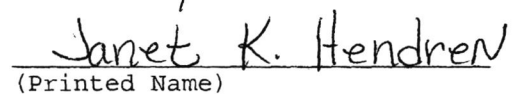
28 Agreement of Elbert Hendren and Janet S. Hendren:

The undersigned ("Developer") acknowledge and represent that they
have reviewed the foregoing Agreement between AVISTA and ICLP to assign
customers, approve of its content, and sign it voluntarily as their own
free act and deed, fully intending to be bound by same.

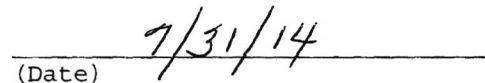
29 
30 (Signature)

31 
32 (Signature)

33 
34 (Printed Name)

35 
36 (Printed Name)

37 
38 (Date)

39 
40 (Date)

RIVER VIEW ESTATES SUBDIVISION

SECTION 6, T.33 N., R.4 E.B.M.

IDAHO COUNTY, IDAHO

Instrument # 491979

IDAHO COUNTY, IDAHO,

10-1-2013 11:23:24 No. of Pages: 4

Recorded for: ELBERT HENDREN

KATHY M. ACKERMAN

Fee: 16.00

Ex-Officio Recorder Deputy

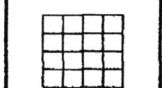
S BAR T SUBDIVISION

JOHN INMAN & ASSOCIATES
LAND SURVEYING
312 N. SOUTH STREET
BOYCEVILLE, IDAHO 83303
(208) 383-2517
FAX: (208) 383-2517
PROJECT: 8914 DATE: 8/10/09 BOOK: 51805
DEAN D. INMAN REC. J.T. CK'D BY: J.T.

CERTIFICATE OF SURVEYOR
THIS IS TO CERTIFY THAT I, JOHN D. INMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HAVE RESPONSIBLY AND CORRECTLY SURVEYED THE LANDS AND CORNERS AS SHOWN HEREON, AND THAT THIS PLAN IS A TRUE REPRESENTATION OF SAID SURVEY.
DATE: 27 July 1999



LOCATION OF SURVEY
LOCATED IN GOVERNMENT LOTS 4 AND 6 OF SECTION 6 TOWNSHIP 33 NORTH, RANGE 4 EAST, BOISE MERIDIAN, IDAHO COUNTY, IDAHO.

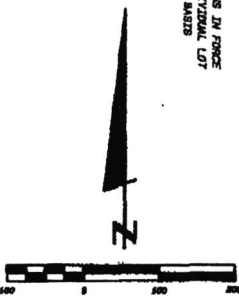


CERTIFICATE OF RECORDER
STATE OF IDAHO
COUNTY OF IDAHO
AT THE REQUEST OF
FILED FOR RECORD
JAN 10 2013
BY: DEAN D. INMAN
DEPUTY RECORDER

INITIAL POINT

BASIS OF BEARINGS

S 1 S 6
S 12 S 7



LEGEND

- FND. 5/8" BRASS CAP MONUMENT
- FND. 2" DIA. GALV. PIPE AND CAP MK'D LS 885
- FND. 5/8" DIA. IRON PIPE
- FND. 1" DIA. IRON PIPE
- FND. 5/8" DIA. IRON PIPE
- SET 2" X 30" ALUM. PIPE AND CAP MK'D PLS 5185
- SET 5/8" X 30" IRON W/ALUM. CAP MK'D PLS 5185
- SET 5/8" X 30" IRON W/PLASTIC CAP MK'D PLS 5185
- COMPUTED POINT
- CENTERLINE HWY. 12 AND SUBDIVISION ROADS
- SUBDIVISION BOUNDARY

UTILITIES EASEMENT

ALL LOTS ARE SUBJECT TO THE EASEMENT
AS SHOWN ALONG LOT BOUNDARY
LINES AND R.O.C. OF MONS FOR UTILITIES.

SANITARY NOTE:

- (1) SANITARY RESTRICTIONS IN FORCE
- (2) WATER SUPPLY BY INDIVIDUAL LOT
- (3) SEWER IS INDIVIDUAL LOTS

REFERENCE SURVEYS

DEPT. NO. 301807 6-1316
DEPT. NO. 400078 8-1316

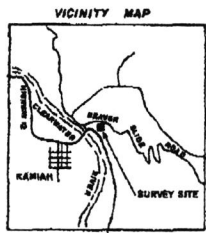


EXHIBIT "A"

